

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

**IN RE:** § **Chapter 11**  
§  
§ **CASE NO. 24-11967(JKS)**  
**BIG LOTS, INC., et al** §  
**Debtors.** § **Jointly Administered**

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**CONDITIONAL WITHDRAWAL OF LEASE SALE AND ADEQUATE ASSURANCE  
OBJECTION OF PARKRIDGE MAIN, LLC RELATING TO DEBTOR'S STORE  
LOCATED AT PARKRIDGE MAIN SHOPPING CENTER IN CORONA CA**

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Creditor and landlord Parkridge Main, LLC ( sometimes “Parkridge Main” or “Landlord”), by and through its undersigned counsel, files this Conditional Withdrawal of Lease Sale and Adequate Assurance Objection of Parkridge Main, LLC Relating to Debtor’s Store Located at Parkridge Main Shopping Center in Corona CA (“Objection”), and respectfully states:

1. Based upon representations from Debtors counsel no potential buyer has been found for Debtor’s Store Located at Parkridge Main Shopping Center in Corona CA and the respective Big Lots Parkridge Main Lease is scheduled to be rejected on or about September 30, 2024.

2. Accordingly, based upon representations from Debtors counsel Parkridge Main hereby conditionally withdraws its objection filed under docket number 278; provided the Big Lots Parkridge Main Lease is in fact rejected on or about September 30, 2024; further provided Parkridge Main makes this conditional withdrawal with the reservation of rights to reassert this objection should the need arise in the future.

**Reservation Of Rights**

3. Landlord reserves its rights to make such other and further objections with respect to the Big Lots Parkridge Main Lease as may be appropriate including, but not limited to, objections regarding adequate assurances of future performance under 11 U.S.C. §365.

4. The Landlord reserves its rights to supplement this withdrawal and make such other and further objections as it deems necessary or appropriate in the future.

**WHEREFORE**, the Landlord Parkridge Main, LLC respectfully conditionally withdraws its September 25, 2024 objection filed under docket number 278; provided the Big Lots Parkridge Main Lease is in fact rejected on or about September 30, 2024; further provided Parkridge Main makes this conditional withdrawal with the reservation of rights to reassert this objection should the need arise in the future, with the reservation of rights to reassert this objection should the need arise in the future and that the Court grant the Landlord, Parkridge Main, LLC, such further and additional relief as the Court may deem just and proper.

**Respectfully submitted,  
RASHTI AND MITCHELL  
ATTORNEYS AT LAW**

/s/ Timothy T. Mitchell  
Timothy T. Mitchell  
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**Attorneys for Parkridge Main, LLC**

**CERTIFICATE OF SERVICE**

I Timothy T. Mitchell do hereby certify that a true and correct copy of the above Conditional Withdrawal of Lease Sale and Adequate Assurance Objection of Parkridge Main, Llc Relating to Debtor's Store Located at Parkridge Main Shopping Center in Corona CA has been served upon the parties listed on the Court's ECF transmission list in this case via ECF e-notice, fax or U.S. mail, on this 25<sup>th</sup> day of September, 2024.

/s/ Timothy T. Mitchell  
Timothy T. Mitchell  
Texas State Bar Number 14223000  
**Attorneys for Parkridge Main, LLC**